

**THIS DOES NOT
CIRCULATE**

A G R E E M E N T

Between

THE LINDEN ROSELLE SEWERAGE AUTHORITY
CITY OF LINDEN, NEW JERSEY

and

LOCAL UNION NO. 209
a/w DISTILLERY, WINE AND ALLIED
WORKERS INTERNATIONAL UNION

LIBRARY
Institute of Management and
Labor Relations

JUL 24 1980
RUTGERS UNIVERSITY

JANUARY 1, 1980 through DECEMBER 31, 1981

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AGREEMENT

This Agreement entered into on the 2nd day of June, 1980 by and between the Linden Roselle Sewerage Authority situated in the City of Linden, County of Union, State of New Jersey, hereinafter referred to as the "Authority" and Local Union No. 209 affiliated with the Distillery, Wine and Allied Workers International Union, hereinafter referred to as the "Union", contains the entire agreement between the parties hereto as a result of collective bargaining and shall be in effect for the period stated herein.

ARTICLE I

1. Recognition:

The Authority hereby recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement in all matters pertaining to rates of pay, wages, hours of work and conditions of employment.

2. Responsibility of Parties:

The Authority and the Union on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes. The Union will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form, nor sanction any members leaving pending settlement of issues and disputes. The Authority and the Union will not, during the term of this Agreement, change any provision set forth herein, nor will the Authority in any manner cause, order, approve, participate in, or condone any lockout.

ARTICLE II

Terms of Agreement

1. The term of this Agreement shall begin January 1, 1980 and end on December 31, 1981.
2. In the absence of written notice given at least sixty (60) days prior to the expiration date by either party unto the other of its intention to terminate, this Agreement shall automatically be renewed for a period of one year, and from year to year thereafter until such time as the aforementioned sixty (60) days written notice is given to the annual expiration date.

ARTICLE III

Hours of Work

1. The scheduled work week of day employees shall begin at 7:31 A.M. Monday and end 7:30 A.M. the following Monday. A work week shall

consist of five (5) work days of eight (8) hours each that begins Monday at 7:31 A.M. and ends Friday at 4:00 P.M. Each work day shall begin at 7:31 A.M. and end at 4:00 P.M. with a daily unpaid lunch period between 12:00 Noon and 12:30 P.M.

2. The scheduled work week of a shift employee shall begin at 7:01 A.M. on the first day of his assigned five consecutive day work week and end 7:00 A.M. following seven (7) days thereafter. A work week shall consist of five (5) consecutive work days of three (3) eight (8) hour shifts each scheduled as follows: Day or 1st shift 7:00 A.M. to 3:00 P.M., Afternoon or 2nd shift 3:00 P.M. to 11:00 P.M., Night or 3rd shift 11:00 P.M. to 7:00 A.M.

3. A one half (1/2) hour paid lunch period shall be allowed a shift employee during each eight (8) hour scheduled work period. Such lunch period may be taken at the convenience of the employee, except in the event of an emergency or when his services are necessary to the continuity of operation of the plant.

4. All shift employees shall remain on duty until properly relieved or excused by their immediate supervisor.

5. All assigned shift employees shall rotate their shift schedule every four (4) weeks.

6. All shift jobs shall be worked by designated shift personnel except in an emergency as may be determined by the Authority.

ARTICLE IV

Overtime

1. Overtime at the rate of one and one half (1½) times an employees regular hourly rate of pay shall be paid for all work:

- a. Performed in excess of eight (8) hours of any regular scheduled work period.
- b. Performed prior to a scheduled eight (8) hour work period.
- c. Performed on the sixth (6th) day of a scheduled work week.
- d. Performed on a designated holiday in addition to a regular eight (8) hours pay.

2. Overtime at the rate of two (2) times an employees regular hourly rate of pay shall be paid for all work:

- a. Performed on the seventh (7th) day of a scheduled work week.
- b. Performed after sixteen (16) consecutive hours of work.
- c. Performed in excess of eight (8) hours work that was paid at one and one half (1½) the regular base hourly rate of pay.

3. Shift differentials paid to shift employees when performing work on the second (2nd) and third (3rd) shift shall be included in an employees hourly rate of pay when applying overtime rate of pay.

4. Employees are obligated to work overtime when required to do so by the Authority. Every effort will be made by the Authority to give employees advance notice of overtime work requirements. All scheduled overtime will be posted two (2) weeks in advance.

5. The opportunity to work overtime shall be rotated among employees to achieve equalization of premium pay earnings within each class of work, provided an employee is qualified to perform the overtime assignment. Overtime worked or refused will be posted and updated each week.

6. An employee called into work during off hours shall receive a minimum of two (2) hours pay at the applicable premium rate of pay.

7. Each employee working two (2) hours beyond a scheduled eight (8) hour work period shall receive three dollars, seventy five cents (\$3.75) in lieu of an overtime lunch. An additional three dollars seventy five cents (\$3.75) in lieu of overtime lunch shall be paid the employee after each additional four (4) hours of work performed thereafter.

ARTICLE V

1. Salary and Wages

Employees shall be paid a base annual salary in accordance with the following schedule:

	Effective Jan. 1, 1980	Effective July 1, 1980
Shift Operator 1st Class	\$ 13,956.	\$ 14,654.
" " 2nd "	13,126.	13,782.
" " 3rd "	12,073.	12,677.
" " 4th "	11,242.	11,805.
" " 5th "	10,411.	10,932.
Industrial Sampler 1st Class	\$ 13,956.	\$ 14,654.
" " 2nd "	13,126.	13,782.
" " 3rd "	12,073.	12,677.
" " 4th "	11,242.	11,805.
" " 5th "	10,411.	10,932.
Mechanic Grade I 1st Class	\$ 15,434.	\$ 16,205.
" " 2nd "	14,607.	15,337.
" " 3rd "	13,780.	14,469.
" " 4th "	12,953.	13,601.
Mechanic Grade II 1st Class	\$ 13,624.	\$ 14,305.
" " 2nd "	12,793.	13,433.
" " 3rd "	11,962.	12,560.
" " 4th "	11,132.	11,689.
Laboratory Assistant 1st Class	\$ 15,184.	\$ 15,943.
" " 2nd "	14,404.	15,124.
" " 3rd "	12,896.	13,541.
" " 4th "	12,116.	12,722.
" " 5th "	11,336.	11,903.
Office Clerk 1st Grade	\$ 10,411.	\$ 10,932.
" " 2nd "	9,747.	10,234.
" " 3rd "	9,082.	9,536.
" " 4th "	8,418.	8,839.
" " 5th "	7,753.	8,141.
Janitor 1 Year	\$ 11,519.	\$ 12,095.
" 6 Mos.	10,855.	11,397.
" Start	10,301.	10,816.
Electrician 1st Class	\$ 18,200.	\$ 19,110.
" 2nd "	17,251.	18,114.
" 3rd "	16,430.	17,251.
" 4th "	15,648.	16,430.
Instrument Technician 1st Class	\$ 18,200.	\$ 19,110.
" " 2nd "	17,251.	18,114.
" " 3rd "	16,430.	17,251.
" " 4th "	15,648.	16,430.
Skilled Laborer 1 Year	\$ 11,519.	\$ 12,095.
" " 6 Mos.	10,855.	11,397.
" " Start	10,301.	10,816.

	Effective Jan. 1, 1981	Effective July 1, 1981
Shift Operator 1st Class	\$ 15,240.	\$ 16,002.
" " 2nd "	14,333.	15,050.
" " 3rd "	13,184.	13,843.
" " 4th "	12,277.	12,891.
" " 5th "	11,369.	11,938.
Industrial Sampler 1st Class	\$ 15,240.	\$ 16,002.
" " 2nd Class	14,333.	15,050.
" " 3rd "	13,184.	13,843.
" " 4th "	12,277.	12,891.
" " 5th "	11,369.	11,938.
Mechanic Grade I 1st Class	\$ 16,854.	\$ 17,696.
" " 2nd "	15,951.	16,748.
" " 3rd "	15,048.	15,800.
" " 4th "	14,145.	14,852.
Mechanic Grade II 1st Class	\$ 14,877.	\$ 15,621.
" " 2nd "	13,970.	14,669.
" " 3rd "	13,063.	13,716.
" " 4th "	12,156.	12,764.
Laboratory Assistant 1st Class	\$ 16,581.	\$ 17,410.
" " 2nd "	15,729.	16,516.
" " 3rd "	14,082.	14,787.
" " 4th "	13,231.	13,892.
" " 5th "	12,379.	12,998.
Office Clerk 1st Grade	\$ 11,369.	\$ 11,938.
" " 2nd "	10,644.	11,176.
" " 3rd "	9,918.	10,414.
" " 4th "	9,192.	9,652.
" " 5th "	8,467.	8,890.
Janitor 1 Year	\$ 12,579.	\$ 13,208.
" 6 Mos.	11,853.	12,446.
" Start	11,249.	11,811.
Electrician 1st Class	\$ 19,874.	\$ 20,868.
" 2nd "	18,838.	19,780.
" 3rd "	17,941.	18,838.
" 4th "	17,087.	17,942.
Instrument Technician 1st Class	\$ 19,874.	\$ 20,868.
" " 2nd "	18,838.	19,780.
" " 3rd "	17,941.	18,838.
" " 4th "	17,087.	17,942.
Skilled Laborer 1 Year	\$ 12,579.	\$ 13,208.
" " 6 Mos.	11,853.	12,446.
" " Start	11,249.	11,811.

2. Employees shall be eligible for advancement in a job classification on the anniversary date of employment in such job classification.

3. The base hourly rate of an employee shall be determined by dividing his base annual salary described in the above salary schedule plus State license award, if any, by 2080 (hours).

4. All shift employees shall, in addition to their regular pay, receive 25¢ per hour for all work performed on the 2nd shift, (3:00 P.M. to 11:00 P.M.) and 35¢ per hour for all work performed on the 3rd shift (11:00 P.M. to 7:00 A.M.).

5. Each employee shall be paid his annual salary on a weekly basis.

ARTICLE VI

VACATIONS, HOLIDAYS and PERSONAL DAYS OFF

Section 1. - VACATIONS

1. Earned vacations shall be granted in accordance with the following schedule based on the established base annual salary pay rates.

<u>Years of Credited Service</u>	<u>Paid Days of Vacation</u>
After 1/2 year (6 months)	6 Working Days
After one (1) year	6 Working Days
2nd through 5th year	12 " "
6th through 10th year	15 " "
11th through 20th year	20 " "
21 years and over	25 " "

2. The vacation period fiscal year shall be from the 1st day of January to the 31st day of December of each year.

3. After the first six (6) months of credited service an employee shall be entitled to six (6) working days vacation, and after one (1) full year of credited service an additional six (6) working days vacation. An employee must be an active employee at the time of eligibility in order to receive the aforementioned vacation entitlement. An employee shall be considered active except when he is absent for a non-job connected disability, for discipline, or on a leave of absence or absent without leave.

4. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned vacation schedule.

5. After the first full year of employment, the amount of vacation shall be determined by the anniversary date of employment and such vacation shall be granted during the fiscal year of said anniversary date.

6. All vacation requests shall be made no later than April 1st of the year in which they are to be taken. The Authority shall post a vacation schedule no later than April 15th of each year.

7. Seniority in job classification shall be given vacation request preference.

8. All vacations shall be taken during the current year except in the event of illness or emergency.

9. Vacation in single days may be granted at the discretion of the Authority.

Section 2. - HOLIDAYS

1. The 12½ holidays set forth below are recognized by the Authority as "Paid Holidays".

New Years Day	Memorial Day	Election Day
Lincoln's Birthday	Independence Day	Veterans' Day
Washington's Birthday	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	1/2 Day Christmas Eve
		Christmas Day

2. Each day employee shall be given the aforementioned holidays off and receive eight (8) hours pay at their respective base rates of pay with the exception of Christmas Eve. On said Christmas Eve a day employee shall receive four (4) hours base rate of pay provided he has worked the initial four (4) hours of his scheduled work day.

3. In the event a holiday falls on Saturday or Sunday, it shall be celebrated and time off granted, to day employees only, on the preceding Friday or succeeding Monday respectively.

4. Shift employees shall be paid time and one half their regular rate of pay for all work performed on the officially designated date of a recognized holiday plus eight (8) hours base rate of pay. Shift employees working Christmas Eve shall receive ten (10) hours regular base rate of pay for eight (8) hours work plus four (4) hours additional base rate of pay.

5. Shift employees not scheduled to work on a recognized holiday or 1/2 holiday, shall receive eight (8) hours base rate of pay or four (4) hours base rate of pay respectively in addition to their regular weeks wages when such holiday occurs.

6. An employee may be denied holiday pay if he is absent the day before or the day after a paid holiday without authorization. In the event of illness on such days, the Authority may require a doctor's certificate.

Section 3. - PERSONAL DAYS OFF

1. All employees shall be granted two (2) personal days off annually with pay (eight (8) hours base rate of pay per day).

2. Requests for a personal day off by day employees shall be presented to their immediate Supervisor no less than three (3) days in advance. The Authority shall not unreasonably withhold approval for such requests.

3. Shift employees shall at their option work one or both personal days off granted annually, and receive eight (8) hours base rate of pay per day in lieu of said personal day or days off no later than December 15th of each year.

4. After the first six (6) months of credited service an employee shall be entitled to one (1) personal day off, and after (1) one full year of credited service an additional personal day off. An employee must be an active employee at the time of eligibility in order to receive the personal day off entitlement.

ARTICLE VII

SICK LEAVE, LEAVES OF ABSENCE and OTHER LEAVE

Section 1. - SICK LEAVE

1. For the purposes of this Agreement, sick leave shall be defined as paid leave granted to an employee, who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his assigned job, or who is quarantined by a licensed physician because of exposure to a contagious disease.

2. Each employee shall be entitled to fifteen (15) days sick leave annually effective January 1, of each year.

3. All new employees shall be entitled to one and one quarter ($1\frac{1}{4}$) sick leave days for each month of work performed during the first full year of employment.

At the end of one (1) year of employment an employee shall be immediately entitled to the remaining number of sick leave days in the then calendar year at the rate of one and one quarter ($1\frac{1}{4}$) days per month.

4. Sick leave days shall be accumulative to a maximum of forty-five (45) days.

5. A Certificate from an employee's doctor indicating medical need for sick leave shall be submitted to the Authority after an absence of three (3) consecutive work days. Such certificate shall state the nature of the illness, injury or quarantine and a confirmation of the employee's physical ability to return to work.

6. Any employee who is absent on sick leave, without presenting a doctor's certificate, for periods totaling eight (8) days in one calendar year consisting of periods of less than three (3) days, shall submit a doctor's certificate for any additional sick leave taken in that year.

7. Sick leave pay shall not be paid until the aforementioned doctor's certificates, whenever required, are submitted to the Authority.

8. Employees requiring sick leave in excess of their entitlement and having exhausted all vacation, holiday and personal days off, may at the option of the Authority be granted additional sick leave.

Section 2. - LEAVES OF ABSENCE

1. An employee may request a leave of absence without pay for a maximum period of thirty (30) days.

The Authority may grant such leave provided it is for a good and just reason and it does not affect the operation of the plant.

2. A leave of absence may be renewed upon request for reasons of personal illness, disability or family illness.

3. Benefits including seniority shall cease to accumulate during leaves of absence in excess of 30 days.

Section 3. - MILITARY LEAVE

1. Any employee called to active duty or inducted into the Armed Forces of the United States shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the Authority shall make pension payments required during such leave. Each employee shall be reinstated without loss of privileges or seniority provided he reports for duty to the Authority within sixty (60) days following his honorable discharge or separation from the Armed Forces and provided he has notified the Authority of his intent to report for duty within thirty (30) days after his discharge from service.
2. Any employee member of the military reserve of the United States Armed Forces shall be granted no more than two (2) weeks time off annually for active training duty. Time off for such active training duty shall be granted, provided official written notice from the military unit in which the employee is serving reserve duty is presented to the Authority. Such employee serving two (2) weeks active training duty shall be paid the difference between his Authority base salary and the pay received from the military during the said two (2) week tour of active duty.

Section 4. - FUNERAL LEAVE

1. A maximum three (3) days leave with pay shall be granted to an employee in the event of death in the immediate family. Immediate family shall be defined as: spouse, mother, father, sister, brother, daughter, son, mother-in-law, father-in-law or any relative living under the same roof as employee.
2. One (1) day leave with pay, the day of the funeral, shall be granted to an employee in the event of death to employee's sister-in-law, brother-in-law, nephew or niece.
3. Funeral leave shall terminate the day after the funeral unless extended by the Authority.
4. Each employee must produce evidence of death and the relationship of the deceased to obtain the aforementioned benefits.

Section 5. - JURY DUTY

1. An employee called for Jury Duty shall be granted leave for the period actually in attendance or serving the Court.
2. Payment for Jury Duty shall be the difference between the daily base rate of pay of the employee and the daily Jury Duty fee paid by the Court.
3. Any employee not required to report or serve the court on any particular day during a tour of Jury Duty shall report to his regular assigned job.
4. Any employee scheduled to work the third shift (11:00 P.M. to 7:00 A.M.) during a tour of Jury Duty shall report to his regular assigned job the night immediately preceding the day upon which he is not required to report or serve the Court.

5. The written notice to report to Jury Duty and the final Jury Duty attendance report must be presented to the employee's immediate supervisor in order to qualify for Jury Duty Benefits.

6. In the event an employee is serving Jury Duty and is unable to report to the Court because of illness or accident, such employee must report his absence to the Authority on the day it occurs or be subject to denial of earned sick leave benefits.

ARTICLE VIII

INSURANCE BENEFITS

1. As provided for under the New Jersey State Health Benefits Program, all employees and their eligible dependents shall be entitled to full coverage of the New Jersey Blue Cross - Blue Shield basic 750 Series Plan which includes Rider J and Major Medical Insurance.

The entire cost of the aforementioned health insurance shall be paid by the Authority.

2. Each employee shall be enrolled in the New Jersey Public Employees' Retirement System and receive all benefit entitlements therefrom.

3. All employees and their eligible dependents shall receive dental insurance coverage under a suitable Dental Plan selected and paid in full by the Authority.

4. Innoculations for contagious diseases as determined by the Authority shall be offered to all employees at the Authority's cost and expense.

ARTICLE IX

EDUCATIONAL INCENTIVE PLAN

1. All employees carrying the title of either First (1st) or Second (2nd) Class Shift Operator shall upon the attainment of each State License listed below, receive the indicated additional compensation to their annual base salary:

N.J. State Operator's License S-3	\$200.00
N.J. State Operator's License S-2	200.00
N.J. State Operator's License S-1	350.00

2. Each employee shall be reimbursed for the cost of tuition and study books after the completion of each semester of prescribed curriculum with a minimum passing grade of "C" or its equivalent.

3. All employees presently receiving additional compensation for having received an operator's license shall continue to receive such additional compensation to their annual base salary.

4. Additional compensation for the obtainment of any of the aforementioned State Operator's Licenses shall be added to an employee's annual base salary and calculated in his hourly base rate of pay.

5. Any employee successfully completing courses of study approved by the Authority shall be reimbursed for the cost of tuition and study books.

ARTICLE X

PROTECTIVE CLOTHING AND SAFETY SHOES

1. With the exception of Laboratory and Clerical employees, the Authority shall provide each employee with:

- a. Three (3) sets of work clothes (shirts & trousers) or coveralls or a combination of both annually.
- b. Two (2) pair of safety work shoes annually.
- c. One (1) winter work coat every other year.

2. Each Laboratory employee shall receive two (2) protective laboratory coats, one (1) pair of safety shoes annually and one (1) set of rain gear as needed.

3. Failure of an employee during working hours to wear the protective clothing, footwear, and any other safety equipment provided by the Authority, shall result in disciplinary action.

ARTICLE XI

SENIORITY

1. For purposes of this Agreement, seniority is defined as follows:

- a. Authority seniority is an employee's length of service determined by his original date of hire as a full time Authority employee.
- b. Classification seniority is an employee's length of service determined by the original date of his permanent assignment to a particular work classification.

2. Seniority shall be lost by an employee for the following reasons:

- a. Resignation
- b. Failure to report for work no later than seven(7) days after a permitted leave of absence.
- c. Failure to report for work no later than forty-eight (48) hours after receipt of a telegram or certified letter of notice to resume employment after a layoff. An extension of the forty-eight (48) hour time limit may be granted by the Authority for a good and just reason.
- d. Failure to be called back to work for a period of twelve (12) months after the date of a layoff.
- e. Failure to give thirty (30) days notice to the Authority of an employee's intention to return to work after the date of discharge from military service.
- f. Discharge for just cause.

ARTICLE XII

LAY-OFFS AND RECALL

1. In the event of a lay-off, classification seniority shall be observed in each classification so effected.
2. In the event of recall within twelve (12) months of the date of lay-off, classification seniority shall be observed, provided the most senior former employee is mentally and physically capable of performing the work classification to which he is being recalled.
3. Any notice of recall to an employee on lay-off shall be transmitted by telegram or certified mail to the last known address of such employee.

ARTICLE XIII

DISCHARGE AND DISCIPLINE

1. The Authority shall not suspend or discharge an employee without just cause. For the purposes of this Article "Just Cause" shall include but not be limited to:
 - a. Neglect of duty or unsatisfactory work
 - b. Incompetency or inefficiency
 - c. Incapacity due to mental or physical disability
 - d. Insubordination or serious breach of discipline
 - e. Intoxication while on duty
 - f. Chronic or excessive absenteeism
 - g. Disorderly or immoral conduct
 - h. Violation of the Authority's Rules and Regulations including tardiness.
 - i. Engaging in any form of political activity during working hours.
 - j. Consumption of or being under the influence of drugs or controlled dangerous substances
 - k. The conviction of a criminal act
 - l. Engaging in an illegal work stoppage.
 - m. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
 - n. Failure of an employee driver of Authority motor vehicles to report the revocation of said employee's N. J. State drivers license.
 - o. Failure to punch a time card as required by the Authority.
2. Prior to final discharge an employee shall be placed on three (3) work days suspension without pay and the employee and the Union notified in writing of the action to be taken by the Authority. If, after said three (3) day suspension period the Union has not, in the opinion of the Authority, presented sufficient reason for revocation, such decision to discharge shall stand.

3. An employee shall be subject to a maximum one (1) day suspension without pay for failure to notify the Authority of his intended absence from a scheduled work shift one (1) hour prior to starting time.

4. In the event an employee is issued a disciplinary warning letter, a copy of said letter will be forwarded to the Union and a copy placed in the employee's personnel file. If an employee has not received an additional warning letter for a period of one (1) year thereafter, such warning letter shall be removed from said employee's personnel file.

ARTICLE XIV

PROMOTIONS, DEMOTIONS AND TRANSFERS

1. It is the intention of the Authority to fill job vacancies from the ranks of the employees.

2. All new and vacant job openings shall be posted on the Authority Bulletin board for a period of fifteen (15) calendar days.

3. Employees interested in such job openings shall make application in writing to the Superintendent within the fifteen (15) calendar day time period.

4. Employees with classification seniority, if applicable, followed by employees with Authority seniority shall be given job preference provided they have the experience or ability and physical capability in the opinion of the Authority to perform the job requirements.

5. Any employee placed in a new or vacant job position shall be on a sixty (60) calendar day probation period. If at the end of thirty (30) calendar days an employee's job performance is unsatisfactory, said employee and the Union shall be so notified in writing by the Authority. If at the end of sixty (60) calendar days an employee does not, in the opinion of the Authority, qualify for the new or vacant job position, said employee and the Union will be so notified and the reasons for disqualification set forth. Said disqualified employee shall be returned to his original job classification retaining original job seniority and rate of pay.

6. An employee serving a sixty (60) calendar day probation period in a new or vacant job position shall receive the starting salary rate of the particular job classification.

In the event an employee has been working in the lower grade of the new or vacant job position, he shall receive a salary rate no less than his then current rate of pay.

7. Temporary promotions shall be offered to qualified employees with the most job classification seniority.

If no employee has seniority in the particular job classification or in those job classifications having a lower grade, to which a temporary promotion is open, the qualified employee with the most Authority seniority shall be offered said temporary promotion.

An employee receiving a temporary promotion shall receive the rate pay paid a probationary employee as described in clause 6 hereof.

8. Nothing contained herein shall prevent the Authority from hiring new employees to fill new or vacant positions, if in the opinion of the Authority present employees do not fill the particular job requirements.

ARTICLE XV

GRIEVANCE PROCEDURE AND ARBITRATION

1. A grievance within the meaning of this Agreement shall be a difference of opinion, controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of the within Agreement.

2. In the event such difference, controversy or dispute should occur between the Authority and an employee, said employee and or the Union must file a grievance in writing with the Authority within five (5) working days of its occurrence or it shall be considered waived. Properly filed, a grievance shall take the following procedure:

Step 1

Within three (3) days of the receipt of a grievance by the Authority, the aggrieved employee, a representative of the Union upon the request of the aggrieved employee only, and the aggrieved employee's immediate Supervisor shall meet in an attempt to resolve such grievance. If the grievance is not resolved satisfactorily within three (3) working days of the meeting, the Union may notify the Authority in writing of its desire to pursue said grievance through Step 2.

Step 2

Within ten (10) days of the Union's notification of the unsatisfactory resolution of a grievance in Step 1, the Superintendent of the Authority, the aggrieved employee's immediate Supervisor, the aggrieved employee, and a maximum of two (2) representatives of the Union shall meet to resolve such grievance.

The Authority Superintendent shall within ten (10) working days of such meeting advise the Union in writing of his decision.

If the Authority Superintendent's decision is not mutually satisfactory, the Union may within a maximum of ten (10) working days thereafter notify the Authority in writing of its desire to pursue said grievance through Step 3.

Step 3

Within thirty (30) Calendar days of the Union's notification of the unsatisfactory resolvment of a grievance in Step 2, Members of the Board of the Authority, the Authority Superintendent, the Authority Attorney, the Authority's Labor Relations Representative, the aggrieved employee and a maximum of three (3) representatives of the Union shall meet to resolve such grievance.

The Members of the Board of the Authority shall within (10) ten calendar days of such meeting advise the Union in writing of its decision.

If the Authority's decision is not mutually satisfactory, the Union may petition the New Jersey Public Employee's Commission (PERC) for arbitration of the grievance.

The decision of the PERC appointed arbitrator shall be final and binding upon the parties hereto.

The PERC appointed arbitrator shall be limited to the interpretation and or the application of the within Agreement and shall have no power to enlarge upon, reduce, modify or delete any provision thereof.

The cost of arbitration shall be borne equally by the parties hereto.

ARTICLE XVI

UNION OFFICIAL ACTIVITIES

1. The Union shall advise the Authority in writing of the names of the Shop Steward, alternates and all other Union personnel authorized to act on behalf of the Union within fourteen (14) calendar days of their election or appointment to such position.
2. The Shop Steward or his designee shall be limited during working hours at no loss in pay to the following activities:
 - a. At the oral request of an employee or the Authority, attend all differences of opinion, controversies or disputes as they may occur between an employee and any member of the Authority's supervisory staff.
 - b. The filing of all written grievances with the Authority.
 - c. Attend all grievance proceedings as described in Article XV hereof.
 - d. At the oral or written request of the Authority, attend any official meeting between the Authority and the Union.
3. Representatives of the Union's International shall be permitted, upon advance notification to the Authority Superintendent or his assistant, to visit the Union's elected officials at reasonable times of the day to discuss Union business, provided such visit does not interfere with or disrupt plant operations.
4. Reasonable time off without pay shall be granted to no more than two (2) Union Officials at one time to attend bonafide County, State or National Union Meetings, seminars or conventions.

ARTICLE XVII

UNION DUES DEDUCTION

1. The Authority agrees to deduct Union dues from the pay of each employee member of the Union once each month. Said Union dues shall be transmitted with a list of such employee members to the Union at its official address, or upon written authorization from the Union, the President or Treasurer of the Union within fifteen (15) calendar days of such deduction.
2. The Union agrees to furnish the Authority written authorization from each employee member to effect such dues deduction in a specific dollar amount.
3. The Union agrees to indemnify and hold the Authority harmless from and against any and all claims, legal suits or liability of any kind whatsoever arising from the aforementioned deduction of dues.

ARTICLE XVIII

SAFETY COMMITTEE

ARTICLE XXI

AUTHORITY WORK LIMITATION

Authority supervisory personnel shall not perform bargaining unit work except in emergency situations or in the training of Authority or Union personnel.

ARTICLE XXII

MANAGEMENTS RIGHTS

Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities and rights reserved to the Authority, among which are the direction and operation of the Authority's physical plant facilities, types of work to be performed, work assignments of employees, machinery, tools and equipment to be used, hours of work, the right to hire, promote, transfer, layoff, discipline or discharge employees for just cause, and the creation and enforcement of reasonable rules and regulations for discipline and the safety of its employees.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date and year first set forth above.

THE LINDEN ROSELLE SEWERAGE AUTHORITY

By George Gordon
George Gordon, Chairman -

By John A. Ziemian
John A. Ziemian, Secretary

LOCAL UNION NO. 209
a/w DISTILLERY, WINE AND ALLIED
WORKERS INTERNATIONAL UNION

By George J. Orlando
George J. Orlando
General Sec. Treas.-International

By John Romanoski
John Romanoski
Chairman-Negotiating Committee